

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

3 E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

4 Los Angeles, CA 90010

Tel: 323-922-2000

5 Fax: 323-922-2000

6 Attorneys for Plaintiff JUAN HINOJOS CAMPOS

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF KERN**

10
11 JUAN HINOJOS CAMPOS, an individual and
on behalf of all others similarly situated;

12 Plaintiff,

13
14 vs.

15 APPLIED TECHNOLOGY GROUP, INC., a
California corporation; and DOES 1 through
16 50,

17 Defendants.

Case No.: BCV-23-103067-BCB

Assigned for All Purposes:

Hon. Bernard C. Barmann, Jr., Dept. H

**(PROPOSED) ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND FINAL JUDGMENT**

DATE: March 11, 2025

TIME: 8:30 a.m.

DEPT: H

Action Filed: September 11, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Juan Hinojos Campos (“Plaintiff”) for Final Approval of
2 Class and PAGA Action Settlement and Attorneys’ Fees and Costs (“Final Approval Motion”)
3 came on regularly for hearing before this Court on March 11, 2025, at 8:30 a.m. pursuant to
4 California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of
5 Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Class
6 Action and PAGA Settlement Agreement (“Settlement Agreement”)¹, and the documents and
7 evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues
8 involved in this case, the risks of further prosecution, and the substantial benefits to be received by
9 the Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is
10 fair, reasonable, and adequate pursuant to California Code of Civil Procedure § 382, and is the
11 product of good faith, arm’s-length negotiations between the parties. Good cause appearing
12 therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the
13 following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The definitions set out in the Settlement Agreement are incorporated by reference
17 into this Order and all terms therein shall have the same meaning in this Order.

18 3. It appears to the Court that: (1) the Settlement amount is fair and reasonable to the
19 Class Members when balanced against the probable outcome of further litigation relating to class
20 certification, liability, and damages issues and potential appeals; (2) the Settlement Agreement has
21 been reached as a result of intensive, serious, and non-collusive arms-length negotiations during an
22 all-day mediation before Tagore Subramaniam, Esq., an experienced mediator of wage and hour
23 class actions; (3) the parties have conducted thorough investigation and research, and the attorneys
24 for the parties are able to reasonably evaluate their respective positions; (4) settlement at this time
25 will avoid additional substantial costs, as well as avoid the delay and risks that would be presented
26 by the further prosecution of the action. Thus, the Court finds that the Settlement was entered into in
27 _____

28 ¹ All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement.

1 good faith and that the risks of further prosecution are substantial.

2 4. The conditional class certification is hereby made final, and the Court thus certifies,
3 for purposes of the Settlement, the following Class:

4 All persons employed by Defendant Applied Technologies, Inc. in
5 California as hourly-paid or non-exempt employees the Class Period of September
6 11, 2019 through October 31, 2024 (“Class Period”),

7 5. Plaintiff is hereby confirmed as Class Representative. William C. Sung and Tiffany
8 L. Luu of Justice for Workers, P.C. are hereby confirmed as Class Counsel.

9 6. Notice was provided to Class Members as set forth in the Settlement, which was
10 approved by the Court on October 31, 2024, and the notice process has been completed in
11 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
12 said notice was the best notice practicable under the circumstances, and that individual notice was
13 provided to all Class Members who could be identified through reasonable effort. The Class Notice
14 provided due and adequate notice of the proceedings and matters set forth therein, informed Class
15 Members of their rights, and fully satisfied and complied with the requirements of Code of Civil
16 Procedure § 382, California Code of Civil Procedure § 1781(e), California Rule of Court 3.766 and
17 3.769, the California and United States Constitutions, any other applicable law, and due process.

18 7. The Court finds that no Class Member objected to the Settlement, that no Class
19 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
20 final approval.

21 8. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
22 Plaintiffs have satisfied the standards and applicable requirements for final approval of class action
23 settlement under California law, including the provisions of Code of Civil Procedure § 382.

24 9. For purposes of settlement only, the Court finds that: (a) the Class Members are
25 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
26 of law or fact common to the Class, and there is a well-defined community of interest among
27 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
28 Representative are typical of the claims of the Settlement Class members; (d) the Class
Representative has fairly and adequately protected the interests of the Class; (e) a class action is

1 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
2 Counsel are qualified to serve as counsel for the Class Representative and the Class.

3 10. The Court finds that given the absence of objections to the Settlement, this Order
4 shall be considered final as of the date of entry.

5 11. The Court finds that the Individual Class Payments and Individual PAGA Payments,
6 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
7 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
8 terms of the Settlement.

9 12. The Court approves Phoenix Settlement Administrators ("Administrator") as the
10 Settlement Administrator. All other Class Members are Settlement Class Members, bound by the
11 Final Approval Order and Judgement in the Action.

12 13. The Court orders Defendant Applied Technology Group, Inc. ("Defendant") to
13 deposit the Gross Settlement Amount of \$200,000.00 and Employer Taxes with the Administrator,
14 Phoenix Settlement Administrators, within fourteen (14) calendar days of the Effective Date.

15 14. The Court finds that attorneys' fees in the amount of \$66,666.67 and litigation costs
16 of \$10,446.24 for Class Counsel are fair, reasonable, and adequate in light of the common fund
17 created by the Settlement, and orders that the Administrator distribute these payments to Class
18 Counsel in conformity with the terms of the Agreement.

19 15. The Court orders that the Administrator shall be paid \$4,500.00 from the Gross
20 Settlement Amount in conformity with the terms of the Agreement, for all of its work done and to
21 be done until the completion of this matter and finds that sum appropriate.

22 16. The Court finds that the payment to the California Labor & Workforce Development
23 Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of Plaintiff's
24 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
25 to distribute this payment to the LWDA in conformity with the terms of the Agreement.

26 17. The Administrator shall mail the Settlement Payments to the Class Members within
27 fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant, provided
28 that the Administrator has delivered to the Parties an accounting of the amounts to be paid by

1 Defendant pursuant to the terms of the Settlement Agreement.

2 18. The Court orders that any settlement checks shall be negotiable for one hundred
3 eighty (180) calendar days from the date of issuance of the check, and that any settlement checks
4 that remain uncashed after one hundred eighty (180) days after they are mailed shall be distributed
5 to the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
6 California Civil Code §§ 1500, *et seq.*, in the name of the Settlement Class member to whom the
7 check was issued.

8 19. The parties released shall include: Defendant and each of its former, future, and
9 present, parent, joint venturers, and affiliated corporations and partnerships; their directors, officers,
10 shareholders, owners, members, managers, partners, customers, employees, agents, attorneys,
11 insurers, predecessors, successors, assigns, subsidiaries; and any other individuals, entities,
12 successors, assigns, or legal representatives who could be liable for any of the Released Claims.

13 20. Upon the funding of the entire Gross Settlement Amount and Employer Taxes, all
14 Participating Class Members, on behalf of themselves and their respective former and present
15 representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors,
16 trustees, conservators, guardians, personal representatives, successors, and assigns, whether
17 individual, class, representative, legal, equitable, direct or indirect, or any other type of any
18 capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released
19 Parties from (i) all claims during the Class Period that were alleged, or reasonably could have been
20 alleged, based on the Class Period facts alleged in the Operative Complaint or ascertained in the
21 course of the Action including any and all claims for: (1) minimum wage violations (including, but
22 not limited to, alleged failures due to rounding, off-the-clock work, and any delay in clocking in);
23 (2) overtime wage violations (including, but not limited to, alleged failures due to rounding, off-the-
24 clock work, delay in clocking in, miscalculation of overtime rates); (3) meal period violations
25 (including, but not limited to, first and second meal periods and alleged failures due to rounding,
26 off-the-clock work, remaining on premises or on-duty during meal periods, untimely, short,
27 interrupted, or otherwise non-compliant meal periods); (4) rest period violations (including, but not
28 limited to, first, second, and third rest breaks and alleged failures due to rounding, off-the-clock

1 work, remaining on premises or on-duty during rest breaks, untimely, short, interrupted, or
2 otherwise non-complaint rest periods); (5) wage statement penalties (including, but not limited to,
3 claims based on alleged incomplete, inaccurate, or untimely wage statements); (6) waiting time
4 penalties; (7) unfair and unlawful business practices arising out of the violations referenced in the
5 Action (“Released Class Claims”). To the extent based on facts alleged on the Operative Complaint
6 or the PAGA Letter, the Released Class Claims encompass, but are not limited to, all claims
7 pursuant to the applicable IWC Wage Order (including Wage Orders 4-2001, 15-2001, and 16-
8 2001), and Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 245-248.5, 256, 510, 512, 516, 558,
9 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

10 21. Upon the funding of the entire Gross Settlement Amount and Employer Taxes, all
11 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
13 Released Parties from all claims, rights, demands, liabilities and causes of action for civil penalties
14 under the PAGA, that Aggrieved Employees have had, now have, or may have in the future against
15 Released Parties based on any acts or omissions occurring during the PAGA Period and based on
16 the PAGA Period facts pleaded in the Action or the PAGA Notice, including, but not limited to, any
17 and all claims for PAGA penalties pursuant to Wage Order 4-2001 and Labor Code §§ 201, 202,
18 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 245-248.5, 256, 510, 512, 516, 558, 1174, 1182.12,
19 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

20 22. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
21 notice of this final Order and Judgment to all Class Members by posting the Order and Judgment for
22 90 days on the Administrator’s website and to the LWDA pursuant to Labor Code § 2699(1)(3)
23 within ten (10) days after the Court has held the Final Approval Hearing.

24 23. The Court has and will retain jurisdiction over the subject matter of this litigation
25 and over the Parties to this litigation, including all Class Members, to enforce the Settlement, the
26 Final Approval Order, and this Judgment.

27 24. This document shall constitute a final judgment pursuant to California Rule of Court
28 3.769(h), which provides, "If the court approves the settlement agreement after the final approval

1 hearing, the court must make and enter judgment. The judgment must include a provision for the
2 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
3 may not enter an order dismissing the action at the same time as, or after, entry of judgment."

4 25. The Court sets a Compliance Hearing for _____, 2026 at 8:30 a.m. in
5 Department H of the above-entitled court. Plaintiff shall file a Final Disbursement Declaration from
6 the Administrator no later than seven (7) calendar days before the Compliance Hearing.

7 **IT IS SO ORDERED.**

8
9 DATED: _____, 2025

10 Hon. Bernard C. Barmann, Jr.
11 Judge of the Superior Court
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28